

FUND COMMITMENT FORM

SCHEDULE A

Commitment No.: CF-

Effective Date: September 12, 2003
at 5:00ap.m.

Agent's File Reference: EG&G
776 Acres

The coverages provided by the Closing Protection Letter printed on the inside cover of this commitment are extended to the proposed insured(s) identified below.

1. Policy or Policies to be issued; Proposed Amount of Insurance

OWNER'S: \$ (to be determined)

Proposed Insured:

MORTGAGEE: \$

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify name) and title thereto is at the effective date hereof vested in:

United States of America

3. The land referred to in this commitment is described as follows:

See Exhibit "A" attached hereto

MARC BIRNBAUM, ESQUIRE
ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS

16123
AGENT NO.

AGENT'S SIGNATURE

1031 Ives Dairy Road, Suite 228, Miami, Florida 33179 Tel: (305) 914-5690

Exhibit A

E 1/2 of the NE 1/4 and NE 1/4 of SE 1/4 of Section 24. All that part of S. 1/2 of SE 1/4 of SE 1/4 lying South of the right of way of Highway No. 269-B formerly a graded road which runs in a West-Easty direction from paved Highway No. 379, being in Section 13; All in Township 2 North, Range 8 West.

The SW 1/4 of the NE 1/4; the W 1/2 of the SE 1/4; the E 1/2 of the SW 1/4; the SW 1/4 of the SW 1/4, less one-half acre in the SW Corner, described as follows: Commence at the SW Corner of the SW 1/4 of the SW 1/4 Section 13, and run East 70 yards, North 35 yards, West 70 yards, South 35 yards to the Point of Beginning. Said lands situate, lying and being in Section 13, Township 2 North, Range 8 West.

The E 1/2 of the SW 1/4; the W 1/2 of the SE 1/4; the SE 1/4 of the SE 1/4. Also, the W 1/2 of the NE 1/4; the E 1/2 of the NW 1/4; the NW 1/4 of the NW 1/4. Said lands situate, lying and being in Section 24, Township 2 North, Range 8 West.

LESS AND EXCEPT THE FOLLOWING: Begin at the SW Corner of Section 13, Township 2 North, Range 8 West, and run South 89 degrees 00 seconds East 210.00 feet to a concrete monument, thence North 01 degree 00 seconds East 105.0 feet to a concrete monument, thence run South 89 degrees 00 seconds East 74.5 feet to a concrete monument on a fence line, thence run South 32 degrees 50 seconds East; along said fence line 291.5 feet to a concrete monument on the North right of way line of State Road No. 269-B, thence run South 68 degrees 20 seconds West along said right of way line

236.8 feet to a point of tangent and a concrete monument, thence run Southwesterly along a curve to the left and along said right of way line 232.0 feet to a concrete monument, thence North 01 degree 00 seconds East 329.5 feet to the Point of Beginning. Containing 2.89 acres more or less and lying partly in the SW 1/4 of the SW 1/4 of Section 13, and partly in the NW 1/4 of the NW 1/4 of Section 24, both Sections being in Township 2 North, Range 8 West, Gadsden County, Florida.

And that portion conveyed to the State of Florida for road right of way purposes.

*FUND COMMITMENT FORM***SCHEDULE B**

Commitment No.:

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - i. Special Warranty Deed from United States of America (Internal Revenue Service) in favor of the proposed insured(s).
 - ii. Indemnification Agreement from United States of America (Internal Revenue Service) in favor of the proposed insured(s).
 - iii. Recording of a certified copy of the Plea Agreement with Lorenzo Vega.
3. Satisfaction of mortgage from Nelaz Ranch Corporation in favor of The Farm Credit Bank of Columbia, recorded in Official Records Book 357, Page 1078 securing the original principal sum of \$416,500.00, which Mortgage was assigned to Farm Credit of Northwest Florida, ACA, by virtue of an Assignment Mortgage recorded in Official Records Book 382, Page 39 together with a Cross Collateralization Agreement recorded in Official Records Book 474, Page 1686.
4. Payment of or Proof of Redemption of Tax Sale Certificates for Folio No.: 3242N6W0000002200000.
5. Affidavit(s) to be executed by The Internal Revenue Service an instrumentality of the UNITED STATES OF AMERICA stating:
 - i. There are no matters pending against the affiant(s) that could give rise to a lien that would attach to the property between September 12, 2003 and the recording of the interest to be insured and that the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.
 - ii. No person other than owner is in possession.
 - iii. That more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
6. Closing funds are to be disbursed by or at the direction of the agent of The Fund, Marc Birnbaum, Esquire.
7. A search commencing September 12, 2003 will be performed prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
8. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
9. Attorneys' Title Insurance Fund, Inc., has no liability under this Commitment until an endorsement is issued stating the amount of the proposed policy.
10. Attorneys' Title Insurance Fund, Inc. has no liability until an Endorsement is issued stating the proposed insured(s). Once Attorneys' Title Insurance Fund has been provided proper names, The Fund reserves the right to make additional requirements and/or exceptions.

*****END OF SCHEDULE B-I*****

Commitment No.:

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
 2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
 3. Federal Liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedent's estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.
 4. Any adverse ownership claim by the State of Florida and/or the United States of America by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
 5. Subject to taxes for the year of the effective date of this Commitment and taxes or special Assessments which are not shown as existing liens by the public records.
 6. Subject to any lien provided by County Ordinance or Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for any water system, sewer system and/or gas system servicing the lands described herein; and any lien for waste fees in favor of any county or municipality.

NOTE: A survey meeting The Fund's requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment or, in the alternative, an existing survey is provided and a survey affidavit satisfactory to The Fund is provided.

NOTE: All of the above references to recording are in the Public Records of Gadsden County, Florida.

*****END OF DOCUMENT*****